

Exhibit C

REAL ESTATE SALES AGREEMENT

1. **PARTIES:** Electro Sales & Services INC d/o Salim Merchant (Seller) agrees to sell and convey to
Mr. W Fireworks INC (Buyer) and buyer agrees to buy from seller the following property:
2. **PROPERTY:** Situated in Bexar County, including all improvements, fixtures, and appurtenances, legally
described as:
Property ID: 182788 Legal Description: CB 4189A BLK 1 Lot NW 244.61f of 1 & CB 4189
P-14C ABS 171 ARB TR-A
Property Address: 2750 S Loop 1604 E San Antonio, TX 78264
3. **EXHIBIT:** Exhibit A is attached hereto with legal description, including (if any) mineral rights, oil and gas
leases, water rights, machinery and equipment, list of included fixtures and personal property a part of this sale,
which is make a part of this agreement for all purposes. All of which is hereafter described as the Property.
4. **CONTRACT SALES PRICE:**
A. Cash down payment payable at closing \$ 250,000.00
B. Sum of all notes described in Paragraph 4 below \$ _____
C. Sales price (Sum of A and B) \$ 250,000.00
5. **EARNEST MONEY:** \$ 2,500.00 is herewith tendered and is to be deposited as Earnest Money with
Alamo Title Company ☐ Broker or ☒ Escrow Agent, upon execution of the contract by both
parties, who shall shall not place same in an interest bearing account.
6. **PROPERTY CONDITION:** Buyer accepts the Property in its present condition, subject only to
AS IS and ☐ Property Condition/Additional Requirements addendum is attached hereto and makes a
part hereof.
7. **SURVEY:** ☐ is not required, ☒ is required and shall be furnished at the expense of the
☒ Buyer ☐ Seller. If required, Seller shall furnish within 90 days of the effective date of this contract,
two copies of a plat of the survey together with any appropriate field notes, by a surveyor licensed in this State,
and acceptable by the Parties. The Survey shall certify and (1) locate and mark all corners, improvements,
encroachments, easements, roadways adjoining or crossing the Property, (2) areas within the 100-year flood
plain as established by the U.S. Corps of Engineers, (3) give the total number of net acres or square feet (as
applicable) on the Property (4) and such description or field notes shall be substituted for the description given in
paragraph 2 herein.
8. **TITLE:** Seller shall furnish to Buyer at Buyers expense either:
A. Owner's Policy of Title Insurance (the Policy) issued by Alamo Title Company in the amount of the
Sales Price, dated at or after closing, insuring Buyer's fee simple title in the Property to be good and indefeasible
subject only to those title exception permitted herein, or agreed to by Buyer in writing, and the standard printed
exceptions regarding discrepancies in boundaries at the cost of the Seller ☐ Buyer; ☒
OR
B. Abstracts of the Title certified by a reputable abstractor (a) from the sovereignty to the effective date of
this contract (Complete Abstract) and (b) supplement to the closing date (Supplemental Abstract).
Buyer is advised by Broker to have the Abstract covering the Property examined by an Attorney of your own
selection, or you should be furnished with or obtain a Title Policy.
9. **POSSESSION AND CLOSING:** The settlement or closing of the sale shall be on or before
June 1, 2022 or 10 days after title acceptance _____ (The Closing Date). Possession of the Property
shall be delivered to Buyer at Closing or _____. Any possession by Buyer prior to or by Seller
after the settlement or closing shall establish a landlord-tenant at sufferance relationship between the parties.
10. **FEASIBILITY STUDY:** Buyer ☒ is ☐ is not granted the right to conduct an engineering, market and
economic feasibility study (Feasibility Study) of the Property. If granted, Buyer shall (i) have 30 days from
the effective date of the contract to perform such study and to enter the property in person or by agent to
perform core drilling, tests and inspections. If buyer determines in Buyer's sole judgment that the Property is not
suitable for Buyer's intended use, Buyer may on written notice to Seller on or before 92 days from the effective

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date of this contract, terminate this contract and the Earnest Money shall be returned to Buyer, less \$100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the Earnest Money described in this contract to the escrow agent. The independent consideration is to be credited to the Sales Price only upon closing of the sale of the Property. If Buyer fails to give written notice within such Feasibility Study period, all objections raised by a Feasibility Study, or suitability of the Property for any intended use shall be deemed waived by Buyer. In the event this contract shall fail to close, without fault on the part of the Seller, Buyer shall restore the Property to its original conditions, and shall provide Seller with copies of the results of all tests and inspections, excluding marketing and economic feasibility studies.

11. PRORATIONS: Prorated to the date of closing shall be: all current and past due taxes, assessments, rents, maintenance fees, interest on any indebtedness assumed or taken subject to, insurance (at the option of Buyer), charges for solid waste removal and sewage, utilities, assessments for maintenance, and other charges attributable to use of the Property. The basis for proration of taxes shall be the last known actual taxes payable. However, if such taxes are not based on a full assessment of the present property improvements, the proration shall be based on the current tax rate and the assessed value as shown on the assessor's record at the time of settlement. All special assessments certified as a lien on the Property as of the date of this contract shall be paid by the Seller. Buyer specifically assumes all ad valorem taxes arising out of the use of the Property, attributable to periods of time prior to Closing that may be imposed subsequent to closing.

12. TITLE APPROVAL: If Abstract is to be furnished, Seller shall deliver original Abstract to Buyer within 20 days from the effective date hereof. Buyer shall have 20 days from the date of receipt of original Abstract to deliver a copy of the title opinion to Seller, stating any objections to title. If Owner's Policy of Title Insurance is to be furnished, the Policy shall guarantee Buyer's title to be good and indefeasible subject only to (i) restrictive covenants affecting the Property (ii) any discrepancies, conflict, or shortage in area or boundary lines or encroachments, or any overlapping improvements, (iii) all taxes for the current and subsequent years (iv) any existing building and zoning ordinances (v) rights of parties in possession (vi) any liens created as security for the sale consideration and (vii) any reservations or exceptions contained in the Deed. If title objections are disclosed in the original title opinion, the Supplemental Abstract or by the issuer of the Title Policy, Seller shall have thirty days from the date of such disclosure to cure the same. Exceptions permitted in the Deed and zoning ordinances shall not be valid objections to title. Seller shall furnish at Seller's expense tax statements showing no delinquent taxes and a General Warranty Deed of Trust Lien. A vendor's Lien and Deed of Trust to secure any assumption shall be required, which liens shall be automatically released on execution and delivery of a release by noteholder.

13. CASUALTY LOSS: Seller shall maintain existing fire, windstorm, and extended coverage insurance until closing. If any part of the property is damaged or destroyed by fire, or other casualty loss, Seller shall restore the same to its previous condition as soon as reasonably possible, but in any event by Closing date, and if Seller is unable to do so without fault, this contract shall terminate at Buyer's option and Earnest Money shall be refunded. Buyer shall have the option to purchase additional insurance to cover such risks.

14. ESCROW: Earnest Money is deposited with the understanding that the holder of same (i) does not assume or have any liability for performance or non-performance of any party hereto (ii) has the right to require the receipt, release, and authorization in writing of all parties before paying the Earnest Money to any party (iii) is not liable for interest or other charges on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of the Earnest Money, then such party shall be liable to the other parties for attorney's fees as outlined in paragraph 18.

15. AGREEMENT OF THE PARTIES: This contract contains the entire agreement of the parties and cannot be changed except to their written consent.

16. ATTORNEY'S FEES: Any signatory to this contract who is the prevailing party in any legal proceedings against any other signatory brought under or with relation to this contract or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

17. DEFAULT: If Buyer fails to comply herewith, Seller may (i) enforce specific performance and seek such other relief as may be provided by law or (ii) terminate this contract and receive the Earnest Money in liquidated damages. If a Title Policy commitment is requested in Paragraph 9 and Seller is unable without fault to deliver the same, the Buyer may either terminate this contract and receive the Earnest Money as the sole remedy or extend the time for delivery up to fifteen (15) days. If Seller fails to comply herewith for any other reason, Buyer may (i) enforce specific performance hereof and seek such other relief as may be provided by law or (ii) terminate this contract and receive the Earnest Money, thereby releasing Seller from this contract.

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18. SPECIAL PROVISIONS:

1. BUYER TO PAY FOR CLOSING COST

2. SELLER AGREES AS AN INDEPENDENT RESTRICTION TO NOT SELL, USE, OR LEASE ANY PROPERTY ADJOINING, ADJACENT, CONTIGUOUS AND WITHIN 1 MILE OF PURCHASE PROPERTY FOR THE SELL, SALES, AND MARKETING OF FIREWORKS TO ANY PERSON(S) OR CORPORATIONS EXCEPT MR. W FIREWORKS INC. THIS IS TO RUN WITH THE LAND.

19. **CONSULT YOUR ATTORNEY:** This is intended to be a legally binding contract, READ IT CAREFULLY, if you do not understand the effect of any part; contact your attorney before signing. No representation is made as to the legal validity, adequacy, or tax consequences of any provision herein in any specific transaction. Attorneys representing the parties shall be:

Seller Attorney	Buyer Attorney
Name SALIM MERCHANT	Aaron M. Barton Name 210-598-5411 Phone ABarton@branscombllaw.com Email
Phone (210) 771 7799	
Email SALIMMERCHANT04@GMAIL.COM	

Title Company	
Executed in multiple originals effective the <u>4th</u> day of <u>March</u> , 20 <u>22</u> Receipt of \$ <u>2,500</u> Earnest money is acknowledged in the form of <u>Check # 1215</u> by <u>[Signature]</u> on <u>March 4, 2022</u> date of <u>March</u> Name and Position <u>Sup. Gumbler V.P. Commercial Division</u>	
Seller	Buyer
Signature <u>[Signature]</u> 03/03/2022 SALIM ME3RCHANT	Signature <u>[Signature]</u> Eric Moralez
Name 210 771 7860	Name 210-622-3112
Phone SALIMMERCHANT04@GMAIL.COM	Phone Eric@mrwfireworks.com
Email 27015 GRANITE PATH	Email PO Box 114
Mailing Address SAN ANTONIO TX 78258	Mailing Address Somerset TX 78069
City TX	City TX
State 78258	State 78069
Zip Code	Zip Code

EXHIBIT A

Property Identification #: 182788

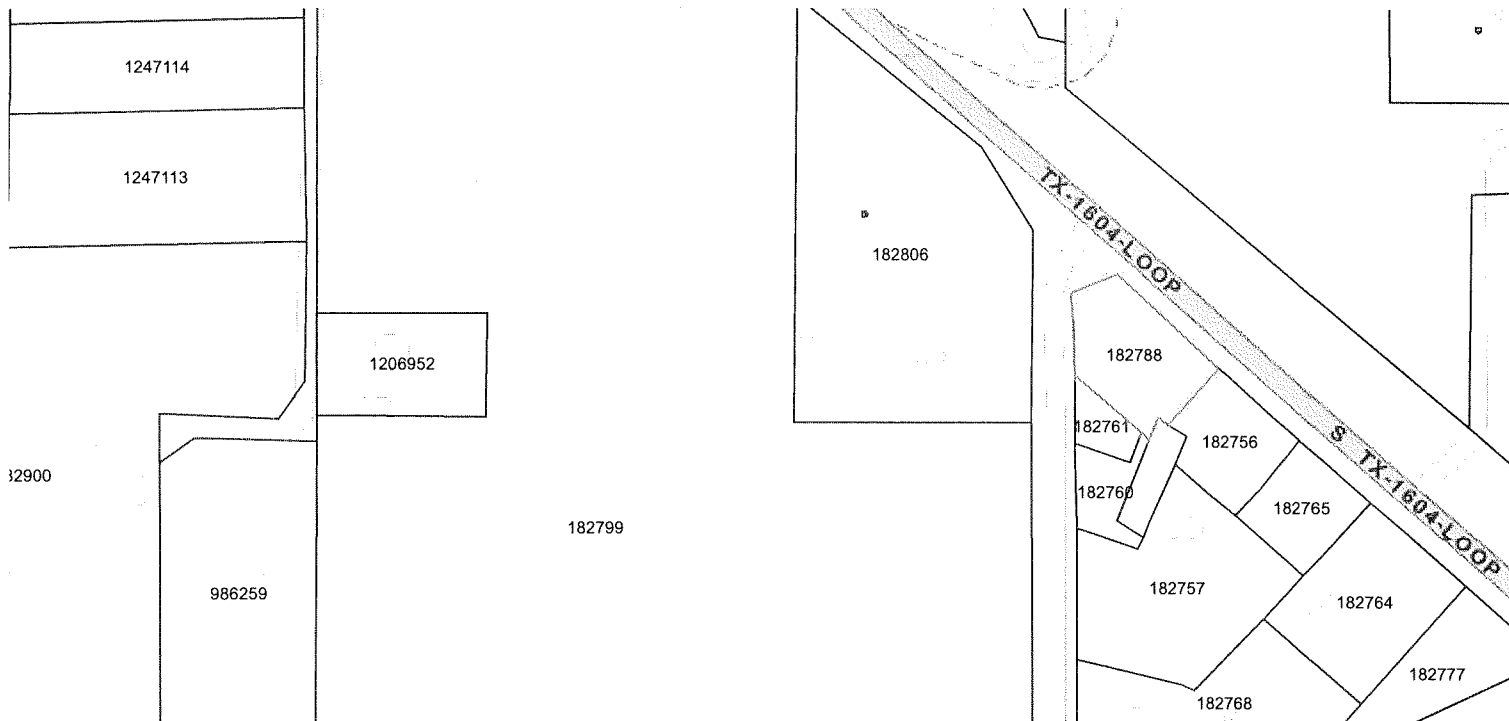
Property Information: 2022

Owner Identification #: 3114619

Geo ID: 04189-101-0011
Situs 2750 S LOOP 1604 E SAN ANTONIO,
Address: TX 78264
Property Type: Real
State Code: F1

Legal Description: CB 4189A BLK 1 LOT NW 244.61
FT OF 1 & CB 4189 P-14C ABS
171 ARB TR-A
Abstract: A04189
Neighborhood: NBHD code54001
Appraised Value: N/A
Jurisdictions: CAD, 06, 72, 08, 76, 10, 09, 11

Name: ELECTRO SALES & SERVICES INC
Exemptions:
DBA: VACANT



Bexar CAD Map Search

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EXHIBIT A

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